

United States 7
Circuit Court of Appeals
For the Ninth Circuit.

ANDERSON-COTTONWOOD IRRIGATION
DISTRICT,

Appellant,

vs.

J. R. MASON,

Appellee.

Transcript of Record

Upon Appeal from the District Court of the United States
for the Northern District of California,
Northern Division

FILED

NOV - 3 1942

PAUL P. O'BRIEN,
CLERK

No. 10271

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF
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San Francisco, Calif.

Attorney for Appellee.

In the District Court of the United States for the
Northern District of California, Northern
Division

No. 7996

In the Matter of

ANDERSON-COTTONWOOD IRRIGATION
DISTRICT, Debtor.

STATEMENT OF FACTS ESSENTIAL TO
DECISION OF APPEAL

Anderson-Cottonwood Irrigation District, hereinafter called "Appellant", having appealed to the United States Circuit Court of Appeals for the Ninth Circuit from a certain order made and entered in the District Court of the United States for the Northern District of California pursuant to a

motion made in said Court in behalf of J. R. Mason, a creditor of said district, hereinafter called "Appellee", the following statement has been prepared and agreed upon by counsel for Appellant and Appellee under Rule 76 of the Rules of Civil Procedure, as showing how the questions arose and were decided in the District Court and setting forth the facts essential to a decision of the questions by the Circuit Court of Appeals, to wit:

That Appellant filed in the above entitled Court on the 18th day of June, 1938, a petition for the confirmation of a certain plan of composition with its creditors under Chapter X of the Federal Bankruptcy act, which chapter was designated Chapter IX of said act as revised by the Chandler act, approved June 22, 1938. [1*]

That by Interlocutory Decree of said Court made and entered therein on the 15th day of January, 1940, said plan of composition was confirmed.

That Appellee and certain other creditors of said district duly appealed from said Interlocutory Decree to the United States Circuit Court of Appeals for the Ninth Circuit.

That said appeal was thereafter dismissed by said Circuit Court of Appeals and the mandate dismissing said appeal was duly issued on the 20th day of February, 1941.

That thereafter on the 7th day of July, 1941, a Final Decree in said matter was signed which said

*Page numbering appearing at foot of page of original certified Transcript of Record.

Final Decree was filed on the 9th day of July, 1941, and was, except Schedule A attached thereto, in words and figures as follows, to wit:

[Title of District Court and Cause.]

FINAL DECREE

This cause came on before me this day to be heard upon the application of petitioning district, Anderson-Cottonwood Irrigation District, for an order finally discharging it from all liability for and decreeing the cancellation and annulment of its outstanding old obligations affected by and refinanced pursuant to its plan of composition heretofore approved by this Court, and upon the written report filed with the Clerk of this Court by The Anglo California National Bank of Number One Sansome Street, San Francisco, California, the Disbursing Agent heretofore appointed in this cause, and the Court having seen and examined the application and report and the evidence offered in support thereof, and being fully advised in the premises, finds:

(1) That the petition for composition of indebtedness filed in this cause by the petitioning district and the acceptance and approval thereof by holders of more than fifty-one per centum (51%) of its outstanding indebtedness were, in all things, in compliance with law and have been duly approved by this Court; and

(2) That the offer or plan of composition as set forth in the petition filed in this cause was duly accepted in writing and approved by the holders of more than sixty-six and two-thirds per centum ($66\frac{2}{3}\%$) of its outstanding indebtedness affected thereby; was proposed and accepted in good faith; is fair, equitable and just; was to the best interests of and does not discriminate unfairly in favor of any creditor or class of creditors, and has been fully approved by this Court according to law; and [2]

(3) That in order to raise the funds with which to fully consummate its plan of composition, the petitioning district, with the approval of this Court, has issued and sold its new serial bonds to the Reconstruction Finance Corporation, an agency of the United States Government, in the principal amount of Three Hundred Thirty-nine Thousand Dollars (\$339,000.00), all dated July first, 1939, bearing interest at the rate of four per centum (4%) per annum from date until paid, interest payable semi-annually, and evidenced by interest coupons thereto attached, the numbers, principal amount and maturity dates of which are fully set forth in Schedule A hereto, to which said schedule reference is hereby made, and by this reference made a part of this Final Decree, the same as if fully set forth herein; and that so far as these proceedings are concerned, the new

bonds are valid and enforceable obligations of the petitioning district; and

(4) That the petitioning district issued and sold its new bonds to the Reconstruction Finance Corporation and received therefor the sum of Three Hundred Thirty-nine Thousand Dollars (\$339,000.00), Three Hundred Thirty-six Thousand Three Hundred Dollars (\$336,300.00) of which was deposited with the Anglo-California National Bank of Number 1 Sansome Street, San Francisco, California, for the purpose of purchasing the old issues of bonds pursuant to the plan of composition of indebtedness of said petitioning district; that in addition to this deposit, there was also deposited with the said The Anglo California National Bank of Number 1 Sansome Street, San Francisco, California, by the petitioning district the sum of Seventy-seven Thousand Nine Hundred Eighty-four and Seventy-five/100 Dollars (\$77,984.75); that said The Anglo California National Bank, as Disbursing Agent, pursuant to the order of this Court and the plan of composition of indebtedness of the petitioning district approved in this cause has disbursed the sum of Three Hundred Eighty-nine Thousand Four Hundred Eighty-five and Sixty-one/100 Dollars (\$389,485.61) for the purpose of taking up and refinancing certain outstanding old obligations of the district and which were duly cancelled by the Disbursing Agent and deliv-

ered to the petitioning district; that the said Disbursing Agent has filed in this cause its written report fully showing the amounts received and disbursed by it, the purposes for which such disbursements were made, including the payment into the registry of this Court of the sum of Twenty-four Thousand Seven Hundred Ninety-nine and Fourteen/100 Dollars (\$24,799.14), being the amount remaining in its hands on the twenty-second day of May, 1941; and that the report and the receipts and disbursements certified to therein should be confirmed and approved, and the Disbursing Agent discharged from further duties and liabilities as such; and

(5) That the plan of composition is binding upon all creditors affected by it, whether secured or unsecured, and whether or not their claims have been filed or evidenced, and, if filed or evidenced whether or not allowed, including creditors who have not, as well as those who have, accepted it; and that petitioner has made available for the creditors affected by the plan the consideration provided for therein and should be discharged from all debts and liabilities dealt with in the plan, except as provided therein; and [3]

(6) That all costs, expenses, fees and other charges properly chargeable to the petitioning district in this cause, have been duly approved and paid,

It is, therefore, ordered, adjudged and decreed as follows:

(a) That the receipts and disbursements by, and the other official acts of the Anglo California National Bank of Number 1 Sansome Street, San Francisco, California, Disbursing Agent, as set forth and certified to in its report filed in this cause, be and the same are hereby approved and confirmed and that its duties as disbursing Agent be terminated and its liabilities thereunder be forever discharged; and

(b) That the sum of Twenty-four Thousand Seven Hundred Ninety-Nine and Fourteen/100 Dollars (\$24,799.14), paid in to the registry of this Court by the Disbursing Agent, be disbursed by the Registrar for the purpose of taking up and retiring and refinancing, in accordance with the plan of composition approved in this cause, such remaining outstanding old obligations of the petitioning district as are affected by the plan of composition, and which may be presented to the Registrar for that purpose within the period of twelve (12) months from the date hereof; that all such obligations so presented and paid for, be forthwith cancelled and returned to the petitioning district by the Registrar; that all such outstanding old obligations of the petitioning district which are not so presented to the Registrar within twelve (12) months from the date hereof shall thereafter be forever barred from participating in the plan of composition or in the funds held in

the registry of this Court; that upon the expiration of the period of twelve (12) months from the date hereof, the Clerk of this Court shall forthwith notify the Reconstruction Finance Corporation, by registered letter addressed to it at Washington, D. C., of the amount of funds then remaining in the registry of the Court, and that the same are available for the purchase of new bonds of the petitioning district then held by the Reconstruction Finance Corporation, at par and accrued interest; that any new bonds so purchased shall be forthwith cancelled and returned to the petitioning district by the Registrar; that any part of such funds which are not used for such purpose within sixty (60) days after the date of the mailing of such notice, shall thereupon be paid by the Registrar of this Court to and used solely by the petitioning district in the payment of its new bonds and interest thereon; and

(c) That all the old bonds and other obligations of the petitioning district affected by the plan of composition approved in this cause, whether heretofore surrendered and cancelled or remaining outstanding, and by whomsoever held, are hereby cancelled, annulled and held for naught as enforceable obligations of the petitioning district, except as herein provided, and that the holders thereof be and they are hereby forever restrained and enjoined from otherwise asserting any claim or demand what-

soever therefor as against the petitioner district or its officers, or against the property situated therein or the owners thereof; and [4]

(d) That the new or refunding bonds issued and sold by the petitioning district to the Reconstruction Finance Corporation and the collection of the principal and interest thereon, shall not in any wise be adversely affected by these proceedings, or by any order, judgment or decree entered or rendered in this cause, and

(e) That all proceedings necessary for fully effecting the plan of composition contemplated by this action, except the ministerial duties of the Registrar of this Court, as provided herein, have been done and performed in accordance with law, and that all and singular the orders, judgments and decrees heretofore entered and rendered in this cause, be and the same are hereby ratified and confirmed.

Done at Sacramento, California, on this, the 7th day of July, 1941.

HAROLD LOUDERBACK

Judge.

Approved as to form under Rule 22 and receipt of a copy hereof acknowledged this 24th day of June, 1941.

PILLSBURY, MADISON &
SUTRO

FELIX T. SMITH

CHAS. F. PRAEL

RALPH ALFRED WOOD, JR.

Received June 25, 1941, and disapproved as to form as required by Rule 22 for the reason (1) that the form is injunctive (2) that so far as it is injunctive it does not comply with Title 28, Sec. 383 U.S.C. (3) that it provides for a time limit within which the creditors shall surrender their bonds and coupons which is not within the scope of Sec. 83 of the Bankruptcy Act of 1898.

W. COBURN COOK

Attorney for J. R. Mason, et al.

[Endorsed]: Filed July 9, 1941.

That prior to the signing of said Final Decree the then counsel for Appellee herein proposed to said District Court certain modifications of said Final Decree, in writing, as follows, to wit:

[Title of District Court and Cause.]

PROPOSED MODIFICATIONS OF FINAL DECREE

Comes now J. R. Mason, one of the respondents herein, creditors of the above named district, and pursuant to Rule 22 of said court proposes certain modifications of the Final Decree lodged with the Clerk herein on June 26th, 1941, and represents that because of the extensive character of these modifications the said respondent has entirely redrafted [5] the Final Decree in form hereunto annexed and proposes

the same as modifications of said proposed Final Decree.

W. COBURN COOK

Attorney for J. R. Mason,
Respondent.

[Title of District Court and Cause.]

RESPONDENT'S PROPOSED FINAL
DECREE

This cause came on before me to be heard upon the ex-parte application of petitioning district, Anderson-Cottonwood Irrigation District, for a final decree and upon the written report filed with the Clerk of this court by The Anglo California National Bank of Number One Sansome Street, San Francisco, California, the disbursing agent heretofore appointed in this court, and the court having seen and examined the application and report and the evidence offered in support thereof and being fully advised in the premises and having heretofore made its order allowing said report of the said Anglo California National Bank and discharging it as disbursing agent and it appearing to the court and the court finding that the Anderson-Cottonwood Irrigation District herein has within the time prescribed in the Interlocutory Decree made available for the creditors of said district the money and consideration provided under

the terms of the Interlocutory Decree and the Plan of Composition herein, and that there remained in the hands of said disbursing agent the sum of \$24,799.14 available for creditors under the terms of said Plan of Composition but which has not been paid to the said creditors because the said creditors did not within the period prescribed in said Interlocutory Decree present their bonds and coupons to the said disbursing agent for payment thereof and which said sum of \$24,799.14 has by the disbursing agent been paid into the registry of this court, now, therefore, on application of said Anderson-Cottonwood Irrigation District.

It is ordered, adjudged and decreed as follows:

(a) That the report of the said disbursing agent be and the same is hereby approved and confirmed and the said disbursing agent is discharged from further liability and relieved of further duty; and

(b) That the sum of \$24,799.14 paid as aforesaid into the registry of this court be disbursed by the Registrar to the creditors of said district pursuant to the Plan of Composition herein and the Interlocutory Decree to such remaining outstanding creditors as have not been paid upon presentation to the Registrar of their bonds and coupons as in said Interlocutory Decree and Plan of Composition provided, and that all such obligations so presented and surrendered to the

Registrar be forthwith cancelled and returned to the petitioning district by the Registrar, and that at the expiration of one year from the date hereof the said Registrar report his disbursements to the said court; [6]

(c) The court determines that the petitioner has made available for the creditors affected by Plan the consideration provided for therein and is hereby discharged upon the entry of this Decree from all debts and liabilities dealt with in the Plan of Composition except as provided therein and in said Interlocutory Decree, and the Plan of Composition therein approved is binding upon all creditors affected by it whether secured or unsecured and whether or not their claims have been filed or evidenced, and if filed or evidenced whether or not allowed, including creditors who have not as well as those who have accepted it.

Done at Sacramento, California, on this.....
day of July, 1941.

Judge, U. S. District Court.

That the then counsel for Appellee herein also filed in said District Court a memorandum of Points and Authorities in support of the form of Final Decree proposed by Appellee herein in which memorandum there was the following paragraph:

There is no provision in the statute for placing a time limit on when the creditors can re-

ceive the money or consideration deposited for them. As a matter of fact, the statute of limitations is certainly not less than four years and it might be pointed out that there is no more reason for terminating the right of the creditor to get his money from the Clerk of the court than for providing that after money has been on deposit with a bank for a year the depositor cannot get his money back.

That Appellee herein duly took an appeal from said Final Decree on the 7th day of August, 1941.

That said Circuit Court of Appeals, on the 21st day of March, 1942, affirmed said Final Decree in its entirety.

That thereafter the then counsel for Appellee herein filed in said Circuit Court of Appeals an Affidavit in words and figures as follows, to wit:

[Title of Circuit Court of Appeals and Cause.]

APPLICATION FOR ORDER SUSPENDING OPERATION OF FINAL DECREE

State of California, [7]

City and County of San Francisco—ss.

Peter tum Suden, being duly sworn, says:

That the "Final Decree" in this cause was entered in the United States District Court July 9, 1941, and an appeal was taken therefrom to the United States Circuit Court of Appeals for the Ninth Circuit wherein an order was entered affirming the decree on March 21st, 1942; that

subsequently an order was made withholding issuance of the mandate thereon pending application by appellant J. R. Mason to the Supreme Court of the United States for Writ of Certiorari; that affiant is now engaged in preparing said petition to the Supreme Court and will file the same shortly;

That said Final Decree (R. 204, 209) contains a provision to the effect that unless appellants' bonds and coupons are presented to the Registrar of the court for payment pursuant to the Interlocutory Decree (from which the appeal is taken) within 12 months from the date of the decree, which is July 9th, 1941, he "shall thereafter be forever barred from participating in the plan of composition or in the funds held in the registry of this Court;"

That while the statute, 11 U. S. C. A. sec. 403 (e) provides as to the interlocutory decree that if the same prescribes a time within which any action is to be taken, the running of such time shall be suspended during an appeal until final determination thereof, there is no such specific provision as to any time prescribed by the Final Decree, and therefore it is necessary to apply to this court for an order suspending the running of the time for presentation of appellants' claims until the final determination thereof, and accordingly application for such relief is hereby made.

PETER TUM SUDEN

Subscribed and sworn to before me this 15th day of April, 1942.

[Seal] MARY T. COLLINS

Notary Public in and for the City and County of San Francisco, State of California.

That thereupon the Honorable William Healy, a Judge of said Circuit Court of Appeals, made and filed an Order, in words and figures as follows, to wit:

ORDER

It is ordered that the running of the time within which appellant may present his bonds and coupons to the Registrar for payment pursuant to the plan of composition as provided in the Final Decree is suspended until and for a period of sixty days after the United States Supreme Court shall have passed upon applicant's petition for writ of certiorari or if such writ be granted until a [8] period of sixty days after the final decree shall have become final.

Dated: April 16, 1942.

WILLIAM HEALY

U. S. Circuit Court Judge.

[Endorsed]: Filed Apr. 17, 1942. Paul P. O'Brien, Clerk

That within the time allowed therefor Appellee herein filed in the Supreme Court of the United States a petition for a Writ of Certiorari to the United States Circuit Court of Appeals for the

Ninth Circuit to review the decision of said Circuit Court of Appeals confirming said Final Decree.

That the Supreme Court of the United States denied a Writ of Certiorari in said matter on the first day of June, 1942.

That on the 6th day of June, 1942 the Mandate of said Circuit Court of Appeals was issued showing the affirmance of said Final Decree, which mandate was in words and figures as follows:

United States of America—ss:

The President of the United States of America

To the Honorable the Judges of the District Court of the United States for the Northern District of California, Northern Division,
Greeting:

Whereas, lately in the District Court of the United States for the Northern District of California, Northern Division, before you, or some of you, in the Matter of Anderson-Cottonwood Irrigation District, debtor, No. 7996, a final decree was duly filed on the 9th day of July, 1941, which said decree is of record and fully set out in said matter in the office of the Clerk of the said District Court, to which record reference is hereby made, and the same is hereby expressly made a part hereof, and as by the inspection of the Transcript of the Record of the said District Court, which was brought into the United States Circuit Court of Appeals for the Ninth Circuit by virtue of an appeal prosecuted by

J. R. Mason, as appellant, against Anderson-Cottonwood Irrigation District, as appellee, agreeably to the Act of Congress in such cases made and provided, fully and at large appears:

And whereas, on the 6th day of March in the year of our Lord One Thousand Nine Hundred and forty-two the said cause came on to be heard before the said Circuit Court of Appeals, on the said Transcript of the Record, and was duly submitted: [9]

On Consideration Whereof, it is now here ordered, adjudged and decreed by this Court, that the decree of the said District Court in this cause be, and hereby is, affirmed, with costs in favor of the appellee and against the appellant.

It is further ordered, adjudged, and decreed by this Court, that the appellee recover against the appellant for its costs herein expended, and have execution therefor.

(March 21, 1942.)

You, Therefore, Are Hereby Commanded, That such execution and further proceedings be had in the said cause as according to right and justice and the laws of the United States ought to be had, the said appeal notwithstanding.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, the 6th day of June in the year of Our Lord One Thousand Nine Hundred and forty-two.

PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

Amount of costs allowed and taxed in favor of appellee and against appellant as per Annexed Bill of Items, Taxed in Detail: \$20.00.

PAUL P. O'BRIEN,
Clerk.

[Endorsed]: Filed and spread upon the minutes of the United States District Court of the Northern District of California, Northern Division, this 9th day of June, 1942. Walter B. Maling, Clerk by C. C. Evenson, Deputy. [10]

That thereafter within the time allowed therefor counsel for Appellee herein filed, in the Supreme Court of the United States, a Petition for a re-hearing of the aforesaid Petition for a Writ of Certiorari.

That on the 29th day of June, 1924, Counsel for Appellee herein made a motion in said District Court upon due notice, which motion was in words and figures as follows:

[Title of District Court and Cause.]

MOTION

Comes now J. R. Mason, creditor of Anderson-Cottonwood Irrigation District, and moves this court for an order suspending that part of the final decree which provides that the creditors must surrender and deposit their bonds with the Clerk of this Court on or before July 7th, 1942, or be thereafter barred from collect-

ing the amount provided by the plan of composition, and ordering that the time be extended until a reasonable period of time after the United States Supreme Court may have passed upon the petition for rehearing the petition for a writ of certiorari which has been filed in the United States Supreme Court.

Dated at San Francisco, California, June 18, 1942.

PAUL A. McCARTHY

Attorney for J. R. Mason.

That in support of said Motion an Affidavit for Appellee herein had been filed in said district court, which affidavit was in words and figures as follows, to wit:

[Title of District Court and Cause.]

AFFIDAVIT OF J. R. MASON

State of California

City and County of San Francisco—ss.

J. R. Mason, being duly sworn, says:

That he is a creditor of Anderson-Cottonwood Irrigation District owning securities affected by the plan of composition. That the final decree entered herein provides that unless said securities be surrendered and deposited with the clerk of this Court on or before July 7th, 1942, the said affiant will be thereafter barred and enjoined from securing the benefits of the plan

of composition and the same will thereafter be null and void; that affiant filed a petition for writ of certiorari in the United [11] States Supreme Court praying for a review of the decision of the Circuit Court of Appeals for the Ninth Circuit affirming the final decree and that said petition was denied on or about June 1, 1942; that affiant has caused to be prepared and has filed in the Supreme Court of the United States a petition for rehearing of said petition by and through his counsel Peter tum Suden and George T. Davis, of San Francisco, California; that affiant does not know when the said petition will be passed upon but it may not be passed upon prior to the reconvening of the Supreme Court in October, 1942, and therefore affiant would suffer great and unjust loss and injury if his petition for rehearing should be denied and he should not previously have deposited his bonds with the Clerk and surrendered the same, whereas on the other hand no financial or other injury will be sustained by the Anderson-Cottonwood Irrigation District if the time for depositing bonds be extended until a reasonable time after the Supreme Court has passed upon the petition for rehearing so that the action of the Supreme Court may become final one way or the other.

J. R. MASON

Subscribed and sworn to before me this 18th day of June, 1942.

[Seal] DOROTHY McLENNAN

Notary Public in and for the City and
County of San Francisco, State of California.

That on the first day of July, 1942, the Honorable Martin I. Welsh, Judge of said District Court made an order which is recorded in the minutes of said Court as follows:

The motion to suspend certain parts of final decree having been heretofore heard and submitted, being now fully considered, it is Ordered that the motion be and the same is hereby granted upon the condition that a cond in the sum of \$500.00 be given to secure the District against damages and costs. It is further Ordered that the creditors are hereby granted an extension of time to October 31st, 1942, within which to deposit their bonds with the Clerk of this Court instead of July 7th, 1942, as provided in the final decree. [12]

That on the 27th day of July, 1942, Counsel for Appellant herein filed, in said District Court, a Notice of Appeal from certain portions of said Order, which said Notice of Appeal is in words and figures as follows, to wit:

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice Is Hereby Given that Anderson-Cottonwood Irrigation District, the Debtor above-named, hereby appeals to the United States Circuit Court of Appeals for the Ninth Circuit from that portion of that certain order made on the 1st day of July, 1942, by the Honorable Martin I. Welsh, granting the motion of J. R. Mason to suspend certain parts of the final decree entered herein on the 7th day of July, 1941, insofar as the granting of said motion had the effect of staying the enforcement of said final decree beyond the time when the Supreme Court of the United States shall have passed upon a certain petition for rehearing filed in that court by said J. R. Mason, which petition was for the rehearing of an order made by said Supreme Court denying a petition of said J. R. Mason for a writ of certiorari to the United States Circuit Court of Appeals for the Ninth Circuit to review the decision of said Circuit Court of Appeals affirming said final decree, and from the further portion of said order granting to creditors of the above-named Debtor an extension of time to October 31, 1942, within which to deposit bonds with the Clerk of the above-entitled court for payment, instead of July 7, 1942, as provided in said final decree.

Dated: July 24, 1942.

L. C. SMITH

A. L. COWELL

Attorneys for Appellant

[Endorsed]: Filed July 27, 1942.

That simultaneously with the filing of said Notice of Appeal, Counsel for said Appellant filed in the said District Court a bond for costs on appeal, which said bond was in words and figures as follows, to wit:

[Title of District Court and Cause.]

BOND FOR COSTS ON APPEAL

Know All Men by These Presents:

That Anderson-Cottonwood Irrigation District, Appellant named in the Notice of Appeal to the United States Circuit Court of Appeals for the Ninth Circuit [13] (under rule 73), dated July 24, 1942, as Principal and,

Standard Accident Insurance Company, a body corporate, duly incorporated under the laws of the State of Michigan, and authorized to act as surety under the Act of Congress approved August 13, 1894, as amended by the Act of Congress, approved March 23, 1910, whose principal office is located in the City of Detroit, Michigan, as surety are held and firmly bound unto J. R. Mason and to the United States of America and to the Clerk of the

above-entitled Court in the full and just sum of Two Hundred and Fifty Dollars (\$250.00) to be paid to them and/or to each and/or to any of them, and/or their respective successors, if any, as their respective rights may appear, in the aggregate amount of Two Hundred and Fifty Dollars (\$250.00), to which payment, well and truly to be made, we bind ourselves, our successors, heirs, executors and administrators.

Sealed with our seals and dated this 22nd day of July, 1942.

Whereas, the above-named Principal is about to file a notice of appeal, and to take an appeal to the United States Circuit Court of Appeals for the Ninth Circuit from certain portions of a certain order made and entered in the above-entitled proceeding on the 1st day of July, 1942, and files herewith its notice of said appeal; now, therefore,

The condition of the above obligation is such that if the said Principal shall prosecute its said appeal to effect and shall answer all costs taxed against it if it shall fail to make its plea good, then this obligation to be void; otherwise to remain in full force and effect.

It Is Further Stipulated as a part of the foregoing bond that in case of the breach of any condition thereof, the above-named District Court may, upon notice to the surety above-named, proceed summarily in said proceeding to ascertain the amount which said Surety is

bound to pay on account of such breach and render judgment therefor against said Surety and award execution therefor.

ANDERSON-COTTONWOOD
IRRIGATION DISTRICT

[District Seal]

By W. W. TREAT

President of its Board
of Directors

and

By ELLIS E. SHANNAHAN

Secretary of said Board
(Principal)

[Company Seal]

STANDARD ACCIDENT
INSURANCE COMPANY

By CHARLES E. COLE

Attorney in Fact.

State of California

City and County of San Francisco—ss. [14]

On this 22nd day of July, in the year One Thousand Nine Hundred and forty-two, before me, Vincent *PL* Laguens, a Notary Public in and for the said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Charles E. Cole, known to me to be the Attorney-in-fact of the Standard Accident Insurance Co., the corporation that executed the within instrument, and

known to me to be the person who executed the said instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, this day and year in this certificate first above written.

[Seal] VINCENT E. LAGUENS
Notary Public in and for the City and County
of San Francisco, State of California.

My commission expires March 27, 1945.

[Endorsed]: Filed July 27, 1942.

STATEMENT OF APPELLANT'S POINTS

The following is a statement of the points to be relied on by Appellant in this Appeal:

1. That the District Court had no power to stay the enforcement of said Final Decree beyond the time when the Supreme Court of the United States shall have passed upon said Petition for Rehearing.

2. That the District Court had no power to change the terms of said Final Decree in any manner whatsoever.

3. That said District Court had no power to grant to creditors of Appellant an extension of time to October 31, 1942, within which to deposit bonds with the Clerk of said Court for payment.

It Is Hereby Stipulated by and between Counsel for Appellant above-named and Counsel for Appellee above-named that the foregoing statement shows how the questions involved in this Appeal arose and were decided in the District Court and that said statement and the Transcript of Record on Appeal [15] hereinafter specified set forth so many of the facts as are essential to a decision of the questions by the aforesaid Circuit Court of Appeals, and that said Statement sets forth the points to be relied on by Appellant.

It is further stipulated that the Transcript of Record on Appeal in the case of Mason vs. Anderson-Cottonwood Irrigation District, No. 9951 in the United States Circuit Court of Appeals for the Ninth Circuit, shall be a part of the Record of Appeal herein, but need not be reprinted. In lieu of reprinting, five copies of said Transcript of Record on Appeal shall be filed with said Circuit Court of Appeals.

Dated this 8th day of September, 1942.

L. S. SMITH

A. L. COWELL

Attorneys for Appellant.

PAUL A. McCARTHY

Attorney for Appellee

The foregoing statement is hereby approved.

MARTIN I. WELSH

Judge of the District Court.

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Attest:

[Seal]

WALTER B. MALING,

Clerk, District Court of the
U. S. Northern District of
California.

By F. M. LAMPERT

Deputy Clerk.

[Endorsed]: Filed Sep. 12, 1942. [16]

[Title of Court and Cause.]

STIPULATION EXTENDING TIME TO FILE
RECORD ON APPEAL

Anderson-Cottonwood Irrigation District, the debtor above-named, having on the 27th day of July, 1942, filed herein a notice of appeal to the United States Circuit Court of Appeals for the Ninth Circuit from certain portions of an order made herein on the 1st day of July, 1942, on motion of J. R. Mason,

It Is Hereby Stipulated by and between counsel for said district and said J. R. Mason that any Judge of the above-entitled Court may make an order extending to and including October 1, 1942,

the time for filing the record on appeal and docketing said appeal in said Circuit Court of Appeals.

L. C. SMITH

A. L. COWELL

Attorneys for Anderson-Cottonwood Irrigation District

PAUL A. McCARTHY

Attorney for J. R. Mason

[Endorsed]: Filed Sep. 3, 1942. [17]

[Title of Court and Cause.]

ORDER EXTENDING TIME TO DOCKET
APPEAL

Anderson-Cottonwood Irrigation District, the Debtor above-named, having on the 27th day of July, 1942, filed herein a Notice of Appeal to the United States Circuit Court of Appeals for the Ninth Circuit from certain portions of an order made, on motion of J. R. Mason, in the above-entitled matter on the 1st day of July, 1942,

It Is Hereby Ordered, pursuant to stipulation by both parties to said appeal, that Anderson-Cottonwood Irrigation District may have to and including October 1, 1942, for filing the Record on Appeal and docketing said appeal in said Circuit Court of Appeals.

Dated this 3rd day of September, 1942.

A. F. ST. SURE

Judge of the District Court

[Endorsed]: Filed Sep. 3, 1942. [18]

[Title of District Court and Cause.]

APPLICATION FOR ORDER FIXING
AMOUNT OF AND TIME TO FILE SUPERSEDEAS BOND AND DIRECTING
STAY OF PROCEEDINGS PENDING APPEAL FROM ORDER OF JULY 1, 1942.

This Application of Anderson-Cottonwood Irrigation District, the Debtor above-named, respectfully shows:

That on the First day of July, 1942, an order was made herein by the above-entitled Court granting to creditors of said District an extension of time to October 31, 1942, within which to deposit their bonds with the Clerk of the Court for payment, instead of July 7th, 1942, as provided in the Final Decree in the above-entitled matter, on file herein.

That said District filed herein on the 27th day of July, 1942, a Notice of Appeal from said Order to the United States Circuit Court of Appeals for the Ninth Circuit, and thereupon filed herein a bond in the sum of \$250 for costs on said appeal.

That counsel for the parties to said appeal have prepared and signed a statement in accordance with Rule 76 of the Rules of Civil Procedure, which statement has been approved by the above-entitled Court, but that said appeal has not yet been [19] docketed in the Circuit Court of Appeals, and said District has been granted until October 1, 1942 to docket said appeal.

That funds of said District have been deposited in the registry of this Court to pay certain creditors of said District who have not deposited their bonds or coupons for payment, as provided in the interlocutory decree made and entered herein, and that said funds are still in the custody of this Court.

That said District desires a stay of proceedings herein pending the final determination or dismissal of said appeal.

Wherefore Anderson-Cottonwood Irrigation District Respectfully Prays for an Order fixing the amount of a Supersedeas Bond to be given by it and fixing the time within which said bond may be filed and that said Order direct the Clerk of this Court not to pay out of the registry of the Court any of the funds of said District to any creditor thereof until the final determination or dismissal of said appeal.

L. C. SMITH and

A. L. COWELL

Attorneys for Anderson-Cottonwood Irrigation District.

[20]

(Duly Verified.)

AUTHORITIES

Subdivision (d), Rule 62, Rules of Civil Procedure.

Subdivision (d), Rule 73, Rules of Civil Procedure.

Subdivision (e), Rule 73, Rules of Civil Procedure.

[Endorsed]: Filed Sept. 21, 1942. [21]

[Title of District Court and Cause.]

ORDER FOR SUPERSEDEAS BOND

Anderson-Cottonwood Irrigation District, the debtor above named having appealed from certain portions of an order made herein on the first day of July, 1942 and having heretofore filed herein a bond for costs on said Appeal and counsel for the parties to said Appeal having prepared and signed an agreed statement, as provided in Rule 76 of the Rules of Civil Procedure, which statement has been approved by this Court, and said District having been allowed until October 1, 1942 to docket said Appeal, and said Appeal having not yet been docketed, and said District desiring a stay on Appeal and having applied to this Court to fix the amount of a supersedeas bond and to fix the time within which said bond may be filed, and the money to pay the creditors of said District in accordance with the interlocutory decree heretofore rendered herein having been deposited with the Clerk of this Court and being in the custody of the Court; now, therefore,

It Is Hereby Ordered that said District may have until [22] and including the 29th day of September, 1942, in which to file herein a supersedeas bond; that the amount of said bond be, and hereby is fixed at \$17,300.00; that said bond be conditioned that said District shall prosecute said Appeal to effect and for the satisfaction in full of the amount due appellee under the provisions of the interlocutory

decree, together with interest and damages for delay, if for any reason the appeal is dismissed or if the aforesaid order is affirmed and for the satisfaction in full of such interest and damages as the appellate Court may adjudge and award, and that until said appeal is finally determined or dismissed, the Clerk of this Court be, and hereby is instructed not to pay any money on deposit in the registry of this Court to any creditor of said District as provided in said interlocutory decree.

Witness our hand this 21st day of September, 1942.

MARTIN I. WELSH,
Judge of the District Court.

[Endorsed]: Filed Sept. 21, 1942. [23]

[Title of District Court and Cause.]

SUPERSEDEAS BOND ON APPEAL

Know All Men by These Presents:

That we, Anderson-Cottonwood Irrigation District, as principal and New Amsterdam Casualty Company a corporation incorporated under the laws of the State of New York, as surety, are held and firmly bound unto J. R. Mason and unto the United States of America and unto the Clerk of the above-entitled Court in the full and just sum of Seventeen Thousand Three Hundred Dollars (\$17,300.00) to

be paid to them, or any of them, or the successors, heirs, executors, administrators, or assigns of any of them, to which payment, well and truly to be made, we bind ourselves and our successors, jointly and severally, by these presents.

Sealed with our seals and dated this 25th day of September, in the year of our Lord One Thousand Nine Hundred and Forty-two. [24]

Whereas, on the First day of July, 1942, in the District Court of the United States for the Northern District of California, Northern Division, in the above-entitled proceeding, a certain order was made against the above-named Debtor, and the said Debtor having filed in said Court a notice of appeal to reverse the said Order on appeal to the United States Circuit Court of Appeals for the Ninth Circuit, at a session of said Circuit Court of Appeals to be holden at San Francisco, in the State of California.

Now, the condition of the above obligation is such, That if the said Anderson-Cottonwood Irrigation District shall prosecute its said appeal to effect, and satisfy in full the amount due the Appellee under the provisions of the interlocutory decree heretofore entered in said proceeding, together with interest and damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed, and shall satisfy in full such costs, interest and damages as the appellate court may adjudge and award, if said District shall fail to make its plea good, then the

above obligation to be void; else to remain in full force and virtue.

[Seal]

ANDERSON-COTTONWOOD
IRRIGATION DISTRICT

By W. W. TREAT,

President of its Board of
Directors.

And ELLIS E. SHARAHAN,

Secretary of said Board.

[Seal]

NEW AMSTERDAM CASUAL-
TY COMPANY

By M. A. BAILEY,

Attorney-in-Fact

Form of the foregoing bond and sufficiency of the surety approved this 28th day of September, 1942.

MARTIN I. WELSH,

Judge of the District Court.

(Acknowledgment of signatures attached hereto.)

[Endorsed]: Filed Sept. 28, 1942. [25]

[Title of District Court and Cause.]

STIPULATION FOR ADDITIONS TO
RECORD ON APPEAL

Anderson-Cottonwood Irrigation District, the debtor above-named, having on the 27th day of July, 1942, filed herein a notice of appeal to the United States Circuit Court of Appeals for the Ninth Circuit from certain portions of an order made herein

on the 1st day of July, 1942, on motion of J. R. Mason, and the parties to said appeal having stipulated to a statement of the facts essential for the determination of said appeal, which statement has been approved by the Honorable Martin I. Welsh, Judge of the District Court and certain additional matters being necessary to complete the record on appeal and counsel for J. R. Mason having this day for the first time received notice or copies of an Application made by said District herein for an Order Fixing the Amount of and Time to File a Supersedeas bond and directing stay of proceedings and a copy of an Order made herein for a Supersedeas Bond.

It Is Hereby Stipulated by and between counsel for said District and for said J. R. Mason that the Clerk of the above- [26] entitled Court, in preparing the record on appeal, may add to said agreed statement copies of the Stipulation heretofore made by said parties for an Order Extending the time to docket said appeal and of the Order Extending said time and of said Application of said District for an Order concerning a supersedeas bond and of the Order for Supersedeas Bond filed herein September 21, 1942, and of the bond that may be filed pursuant to said Order, and of this Stipulation.

In making this stipulation respondent expressly disclaims any intention to waive any right to deny the propriety, regularity, or legality of said order for said superseades bond, or of said supersedeas bond, or to contest or attach the propriety, regularity, or legality of either of them or the effect thereof,

or to waive any right which respondent has or would have if this stipulation had not been signed; respondent reserves the right hereafter to assert and contend that there is no warrant or authority in law or in equity for said order for said supersedeas bond or for said supersedeas bond, and to take and prosecute such proceeding in the above-entitled matter or in a separate suit, action, or proceeding as respondent may be advised or believe to be appropriate, by motion or otherwise, in this or any other court to strike or annul said supersedeas bond and/or said order for said supersedeas bond.

Dated this 29th day of September, 1942.

L. C. SMITH

A. L. COWELL

Attorneys for Anderson-Cottonwood Irrigation District

W. COBURN COOK

PAUL A. McCARTHY

Attorneys for J. R. Mason

[Endorsed]: Filed Sept. 30, 1942. [27]

[Title of District Court and Cause.]

CERTIFICATE OF CLERK, U. S. DISTRICT
COURT, TO TRANSCRIPT ON APPEAL

I, Walter B. Maling, Clerk of the United States District Court for the Northern District of California, do hereby certify that the foregoing 27 pages, numbered from 1 to 27, inclusive, contain a

full, true and correct transcript of certain records and proceedings in the Matter of Anderson-Cottonwood Irrigation District, No. 7996, as the same now remain on file and of record in this office.

I further certify that the cost of preparing and certifying the foregoing record on appeal is the sum of Five and 00/100 (\$5.00), and that the same has been paid to me by the Attorneys for the Appellant herein.

In Witness Whereof, I have hereunto set my hand and the official seal of said District Court, this 30th day of September, A. D. 1942.

[Seal] WALTER B. MALING,
 Clerk,
By F. M. LAMPERT,
 Deputy Clerk. [28]

[Title of District Court and Cause.]

BOND FOR DAMAGES AND COSTS

Know All Men by These Presents: That we, J. R. Mason, a Creditor of Anderson-Cottonwood Irrigation District, as Principal, and the American Surety Company of New York, a corporation organized and existing under the laws of the State of New York, and authorized to transact business in the State of California, as Surety, are held and firmly bound unto Anderson-Cottonwood Irrigation District, and to the United States of America, and to the Clerk of said Court, in the full and just sum of Five Hundred & 00/100 Dollars (\$500.00), to

be paid to them and/or to each and/or to all or any of them and his or their respective successors, if any, as their respective rights may appear, in the aggregate amount of \$500.00, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 1st day of July, 1942.

Whereas, the above named Principal moved that this Court enter an order suspending certain parts of the Final Decree and said motion was granted by the Court July 1, 1942, upon condition that a bond in the sum of Five Hundred Dollars (\$500.00) be given to secure the Anderson-Cottonwood Irrigation District against damages and costs, and said order further provided that the creditors were to be granted an extension of time to October 31, 1942, within which to deposit their bonds with the Clerk of said Court instead of July 7, 1942 as provided in the Final Decree therein.

Now, Therefore, the condition of the above obligation is such that if the said J. R. Mason shall answer all damages and costs that may be adjudged against the said J. R. Mason in this proceeding, this obligation to be void, otherwise to remain in full force and effect.

J. R. MASON

Principal

AMERICAN SURETY COM-
PANY OF NEW YORK

By R. D. WELDON

Resident Vice-President

Attest:

B. D. SPERRY

Resident Assistant Secretary

Bond No. 725546K. Premium \$10.00 per annum.

I hereby certify that the annexed instrument is a true and correct copy of the original on file in my office.

Attest:

[Seal]

WALTER B. MALING,

Clerk, District Court of the
U. S. Northern District of
California.

By F. M. LAMPERT,

Deputy Clerk

[Endorsed]: Filed Sept. 21, 1942.

[Endorsed]: Received October 14, 1942. Paul P.
O'Brien, Clerk.

[Title of Court and Cause.]

San Francisco, Calif.
1920 Lake St.,
July 3, 1942

The Honorable Clerk,
The District Court of the United States,
Sacramento, California.

Dear Sir:

Herewith there are deposited with you the bonds and coupons issued by Anderson Cottonwood Irrigation District, Shasta and Tehama Counties, Cali-

fornia listed herein which securities are covered in the Matter of Anderson Cottonwood Irrigation District debtor, No. 7996 for which you have been designated Registrar, as follows:

Bonds of First Issue, dated Jan. 1, 1916, denomination \$1.00 each, Nos. 109, 110, 111, 112, 113, 152, 221, 293, 304, 305, 306, 307, 409, 410, 457, 499.

Bonds of Second Issue, dated July 1, 1917, denomination \$1,000 each, Nos. 30, 31, 32, 69, 70, 71, 81, 82, 83, 92, 111, 176, 194, 227, 93, 228, 243, 267, 280, 281, 350, 414, 472, 498, 541.

Coupons appurtenant to the above bonds, also deposited herewith, due July 1, 1931, \$270; Jan. 1, 1932, \$500; July 1, 1932, \$840; Jan. 1, 1933, \$840; July 1, 1933, \$1230 and \$1230 due each six months thereafter to the maturity date of each bond. Certain of the coupons from these bonds, not deposited have been paid by the district, and are therefore not "unpaid" missing coupons, and no deduction should be made on that account, when, as and if the amount offered is accepted by me.

The Circuit Court of Appeals of the U. S., 9th Circuit, on April 18, 1942 signed an order, a copy of which was duly served on counsel for the Anderson Cottonwood Irrigation District, and which order operates to suspend until 60 days after June 1, 1942, any running of time for the deposit of the bonds and coupons contained in the Final Decree. Application has now been made to the District Court to further suspend the running of the time prescribed in the Final Decree until a reasonable time after the Supreme Court of the United States shall

have ruled on the Petition for a Rehearing now submitted to that Court, and pending in it, with regard to this case; this later application will be undoubtedly granted or denied before the expiration of the added time provided by the April 18th order of the Circuit Court of Appeals of the U. S., referred to above.

Because of arguments by counsel for the District, and to prevent possible further controversy and litigation, but under no circumstances conceding that the Final Decree is valid, and without submitting to any of the provisions thereof nor conceding that the order of the Circuit Court of Appeals, as above, or any other order of decree which may be granted does not effectively stay the running of the time or any other provision in the Final Decree signed by the District Court, the above bonds and coupons are being deposited with you now only by reason of the Final Decree herein requiring that the said securities be deposited with you on or before July 7, 1942, and providing in the alternative that if they be not deposited on or before that date the same should be void. No transfer of the title to any bonds or coupons handed you herewith is effected or consented to by this deposit, and I decline to take the money payable by you under the said Final Decree at this time, and protest the said Final Decree in so far as the same is not final but possibly none the less operative, and if as a result of the Petition for a Rehearing the said Final Decree should be reversed, I intend to, and will claim each and every right that I am entitled to under

and by virtue of my ownership or possession of the above listed bonds and coupons, and you shall return to me or my order these securities, on demand.

Respectfully,

J. R. MASON

July 3, 1942

I hereby certify that the annexed instrument is a true and correct copy of the original received in my office.

Attest:

[Seal]

WALTER B. MALING,

Clerk, District Court of the
U. S. Northern District of
California.

By F. M. LAMPERT,
Deputy Clerk

July 3, 1942

Received of J. R. Mason the following bonds of Anderson-Cottonwood Irrigation District; each one Thousand Dollar denomination, in accordance with terms and conditions of his letter of July 3rd, 1942:

First Issue

No. 109 with coupons 53 to 80 incl. attached

110	“
111	“
112	“
113	“
152	“
221	“
293	“

First Issue—(Continued)

304	“	
305	“	
306	“	
307	“	
409	“	
457	with coupons 32 to 40 and 53 to 80 incl.	attached
410	“	“
499	with coupons 53 to 80 incl.	attached

Second Issue

No. 30 with coupons 47 to 80 incl. attached

31	“	
32	“	
81	with coupons 50 to 80 incl.	attached
82	“	
83	“	
92	“	
93	“	
111	“	
194	“	
227	“	
228	“	
243	“	
267	“	
280	“	
281	“	
350	“	
414	“	
541	“	
176	with coupons 29 to 80 incl.	attached
498	“	29 to 36 and 50 to 80 incl. attached
472	“	29 to 36 and 50 to 80 incl. attached
69	“	29 to 37 and 50 to 80 incl. attached
70	“	29 to 38 and 50 to 80 incl. attached
71	“	29 to 37 and 50 to 80 incl. attached

Also received

Nine coupons each face value Thirty Dollars payable 7-1-31

12	“	“	1-1-32
20	“	“	7-1-32
20	“	“	1-1-33

Also received—(Continued)

33	“	“	7-1-33
33	“	“	1-1-34
33	“	“	7-1-34
33	“	“	1-1-35
33	“	“	7-1-35
33	“	“	1-1-36
39	“	“	7-1-36
40	“	“	1-1-37
40	“	“	7-1-37
40	“	“	1-1-38
40 coupons each face value Thirty Dollars payable			7-1-38
40	“	“	1-1-39
40	“	“	7-1-39
40	“	“	1-1-40
40	“	“	7-1-40
37	“	“	1-1-41
37	“	“	7-1-41
37	“	“	1-1-42

WALTER B. MALING,

Clerk

By F. M. LAMPERT,

Deputy Clerk

I hereby certify that the annexed instrument is a true and correct copy of the original.

Attest:

[Seal]

WALTER B. MALING,

Clerk, District Court of the
U. S. Northern District of
California.

By F. M. LAMPERT,

Deputy Clerk

[Endorsed]: Received October 14, 1942. Paul P.
O'Brien, Clerk.

[Endorsed]: No. 10271. United States Circuit Court of Appeals for the Ninth Circuit. Anderson-Cottonwood Irrigation District, Appellant, vs. J. R. Mason, Appellee. Transcript of Record. Upon Appeal from the District Court of the United States for the Northern District of California, Northern Division.

Filed October 1, 1942.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

—————

In the United States Circuit Court of Appeals
for the Ninth Circuit

No. 10271

ANDERSON-COTTONWOOD IRRIGATION
DISTRICT,

Appellant,

vs.

J. R. MASON,

Appellee.

DESIGNATION OF RECORD TO BE PRINTED
AND STATEMENT OF POINTS ON APPEAL

Appellant above named hereby designates, as the record necessary for the consideration of the Appeal herein, all of the record certified by the clerk of the United States District Court for the Northern Dis-

trict of California, Northern Division, and filed herein October 1, 1942, and hereby adopts as the statement of the points on which Appellant intends to rely on this Appeal, the "Statement of Points" included in the agreed statement of facts in the record certified as aforesaid, which points are as follows, stated independently of the context in said agreed statement:

1. That the District Court had no power to stay the enforcement of said Final Decree beyond the time when the Supreme Court of the United States shall have passed upon Appellee's Petition for Rehearing of his petition for a writ of certiorari.

2. That the District Court had no power to change the terms of said Final Decree in any manner whatsoever.

3. That said District Court had no power to grant to creditors of Appellant an extension of time to October 31, 1942, within which to deposit bonds with the Clerk of said Court for payment.

Dated: October 2, 1942.

L. C. SMITH

A. L. COWELL

Attorneys for Appellant.

[Endorsed]: Filed Oct. 5, 1942.

[Title of Circuit Court of Appeals and Cause.]

DESIGNATION OF RECORD BY APPELLEE

The appellee designates as additional record to be printed herein the following:

1. Form of deposit used by J. R. Mason on deposit of bonds.

2. Receipt given by Clerk to J. R. Mason on deposit of bonds.

3. Bond furnished by J. R. Mason pursuant to order from which this appeal is taken.

PAUL A. McCARTHY,
Attorney for Appellee.

Copy mailed to Attorneys for Appellant Oct. 7, 1942.

[Endorsed]: Filed Oct. 9, 1942.

[Title of Circuit Court of Appeals and Cause.]

STIPULATION FOR CORRECTION OF
RECORD

It Is Hereby Stipulated by and between Appellant and Appellee, above-named, that the "Designation of Record to be Printed and Statement of Points on Appeal", heretofore filed herein by Appellant, may be corrected by changing the figures "13" in line 4 on page 2 of said Designation to "31", so that the date specified in the 3rd point of "Statement of Points on Appeal" may conform to the date specified in the "Statement of Points" set forth on page 15 of the agreed Statement of Facts contained in

the transcript of record filed herein October 1, 1942 and with the corresponding date specified in the Order made July 1, 1942 and set forth on page 12 of said agreed statement.

Dated: October 10, 1942.

L. C. SMITH

A. L. COWELL

Attorneys for Appellant

W. COBURN COOK

PAUL A. McCARTHY

Attorneys for Appellee.

[Endorsed]: Filed Oct. 14, 1942.

[Title of Circuit Court of Appeals and Cause.]

STIPULATION RE RECORD ON APPEAL

It Is Stipulated by and between Appellant and Appellee above-named that the matter required by Appellee in his counter-designation filed herein may be included in the printed transcript of record on appeal herein and that any certificate of acknowledgment attached to the bond specified in Designation No. 3 may be omitted.

Dated October 13, 1942.

L. C. SMITH

A. L. COWELL

Attorneys for Appellant

W. COBURN COOK

PAUL J. McCARTHY

Attorneys for Appellee.

[Endorsed]: Filed Oct. 15, 1942.